

1 BILL NO. S-81-10-17

2 SPECIAL ORDINANCE NO. S- 229-81

3
4 AN ORDINANCE approving a contract for
5 Improvement Resolution No. 5922-81 -
6 Division II, Broadway Streetscape
7 Project, between the City of Fort Wayne,
8 Indiana and T & F Construction Corporation,
9 Contractor for improvements.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated September 23,
13 1981, between the City of Fort Wayne, Indiana, by and through
14 its Mayor and the Board of Public Works, and T & F Construction
15 Corporation, Contractor for:

16 the improvement of Broadway from 300 feet
17 south of Lavina North 1400 feet to
18 Washington Blvd., consisting of Division
19 II - Landscaping and plantings consisting
20 of the installation, guying and staking
21 of approximately 79 street trees; the
22 installation of 10 shrubs, and the seeding
23 or sodding of disturbed grass areas along
24 the project,

25 under Board of Public Works Improvement Resolution No. 5922-81 -
26 Division II, at a total cost of \$18,948.00, all as more parti-
27 cularly set forth in said contract which is on file in the
28 Office of the Board of Public Works and is by reference incor-
29 porated herein and made a part hereof, be and the same is in all
30 things hereby ratified, confirmed and approved.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and approval by the Mayor.

33 
34 COUNCILMAN

35 APPROVED AS TO FORM AND
36 LEGALITY OCTOBER 9, 1981.

37 
38 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by John, seconded by Dean, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 10-13-81, the 13 day of October, 1981, at 7 o'clock M., E.S.T.

DATE:

10-13-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by John, seconded by Dean, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>X</u>				
EISBART	<u>X</u>				
GIAQUINTA	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
SCHOMBURG	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE:

10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-229-81 on the 27th day of October, 1981.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of October, 1981, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Oct. 1981, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-10-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Improvement Resolution No.
5922-81 - Division II, Broadway Streetscape Project, between the
City of Fort Wayne, Indiana and T & F Construction Corporation,
Contractor for improvements

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

Samuel J. Talarico

Paul M. Burns

James S. Stier

Mark E. Giaquinta

Donald J. Schmidt

10-27-81
CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK



The City of Fort Wayne

September 14, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: CONSTRUCTION CONTRACTS FOR THE BROADWAY STREETSCAPE PROJECT
AND PUBLIC PARKING LOT AT THE CORNER OF WILT AND VAN BUREN.

Councillors:

The Department of Community Development and Planning respectfully requests "Prior Approval" in order that a landscape construction contract for the Broadway Streetscape Project and Public Parking Lot be awarded on September 16 by the Board of Public Works. At the September 9 Board of Works meeting, T & F Construction was selected as the Landscape Contractor for Division II in the amount of \$18,948.

The streetscape and parking lot landscape will be completed within a ninety day construction period beginning September 16, 1981.

Special Ordinance for formal approval will be submitted in the very near future.

Yours truly,

COMMUNITY DEVELOPMENT AND PLANNING

Abraham K. Farkas
Dr. Abraham K. Farkas, Director

CITY OF FORT WAYNE

Win Moses, Jr.
Win Moses, Jr., Mayor

AKF/nn

Approved:

Vivian H. Schmidt

John Guckels

Samuel J. Talarico

Attest: Charles W. Westerman

Charles Westerman, City Clerk

James H. Hahn Barry F. Fink
Ray J. Schumacher Mark C. Gierke

BROADWAY STREETSCAPE BIDS -- AUGUST

Engineering Estimate

BRO/

CONTRACTOR	Whitko	Biggs Electric	Morse Electric			
DIV. I BASE BID SECTIONS 1, 2 & 3	—	—	—			
X ALT. PRECAST SCREENWALL	—	—	—			
DIV. II BASE BID SECTIONS 1 & 2	28,131.00	—	—			
SECTIONS 1 & 2 ALTERN. TREE SIZE	23,907.00	—	—			
SECTION I ALTERN. SODDING	855.00	—	—			
SECTION I ALTERN. MAINTENANCE	400.00	—	—			
SECTION II ALTERN. MAINTENANCE	100.00	—	—			
SECTION II ALTERN. SODDING	427.50	—	—			
DIV. III TRAFFIC BASES & CONDUIT	—	13,600.00	12,220.00			

CONTRACTOR				
DIV. I BASE BID SECTIONS 1, 2 & 3	397,691.80			
ALT. PRECAST SCREENWALL	No EST.			
DIV. II BASE BID SECTIONS 1 & 2	27,600.00			
SECTIONS 1 & 2 ALTERN. TREE SIZE	22,450.00			
SECTION I ALTERN. SODDING	1,225.00			
SECTION I ALTERN. MAINTENANCE	3,180.00			
SECTION II ALTERN. MAINTENANCE	720.00			
SECTION II ALTERN. SODDING	Combined w/ SEC. I			
DIV. III TRAFFIC BASES & CONDUIT	12,800.00			

207,570.00

Award Sept 2, 1981

BROADWAY STREETSCAPE BIDS -- AUGUST 26, 1981 9:00 A.M.

CONTRACTOR	Brooks	L.W. Dailey	Moellering	Rieth- Riley	Spears Dehner	T + F	Hipskind Asphalt	Exterior Design	Ewing Nursery	LAWN + TURF	Siebold + PRICE
V. I BASE BID SECTIONS 1, 2 & 3	278,237.03	384,334.60	356,688.45	325,289.65	404,322.60	362,245.43	398,719.50	—	—	—	—
ALT. PRECAST SCREENWALL	50,025.00	58,507.50	56,550.00	57,681.00	76,125.00	67,555.50	87,000.00	—	—	—	—
V. II BASE BID SECTIONS 1 & 2	28,833.20	—	—	—	—	16,348.00	—	21,800.00	26315.00	20718.00	18400.00
SECTIONS 1 & 2 ALTERN. TREE SIZE	26,891.90	—	—	—	—	14,062.00	—	20,040.00	24077.00	14588.00	17,510.00
SECTION 1 ALTERN. SODDING	1,860.00	—	—	—	—	900.00	—	19,550.00	1,605.00	600.00	900.00
SECTION I ALTERN. MAINTENANCE	694.14	—	—	—	—	1200.00	—	3000.00	2,010.00	1500.00	850.00
SECTION II ALTERN. MAINTENANCE	124.33	—	—	—	—	500.00	—	1,000.00	450.00	1,000.00	150.00
SECTION II ALTERN. SODDING	787.50	—	—	—	—	450.00	—	2,400.00	802.50	300.00	450.00
V. III TRAFFIC BASES & CONDUIT	—	—	—	—	—	8710.00	—	—	—	—	—

THIS AGREEMENT is dated as of the 23rd day of September, 1971, the year

Board of Public Works

Corporation

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Division II, Sect. 1, Streetscape Landscaping-Base Bid w/ sodding & maintenance
Division II, Sect. 2, Parking Lot Landscaping-Base Bid w/ sodding & maintenance
These divisions consist of tree & shrub planting and sodding & maintenance add alternate
Division III, Traffic Signal Bases and Conduit Improvements - This division
consists of installing traffic signal bases and underground conduit.
The Project for which the Work under the Contract Documents may be the whole or only a
part is generally described as follows: Broadway Streetscape Project, HUD Project No.
B-81-MC-18-0003

The Project has been designed by Bonar & Associates, Inc. (Street & Sidewalk Divisions) and Community Planning & Development Dept. (Landscaping Division)

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 80 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 90 days after the date when the Contract Time commences to run.

Article 4. CONTRACT PRICE.

Article 5. COST OF WORK.

Article 6. CONTRACTOR'S FEE.

SFA/2

(Strike out inapplicable paragraph)

The Contractor's Fee shall be determined as follows:

6.1. A fixed fee of dollars (\$.....) which shall be subject to increases or decreases for changes in the Work as provided in paragraph 8.1 below.

6.1. A fee based on the following percentages of the various portions of the Cost of the Work:

Payroll costs (see paragraph 11.4.1 of General Conditions)%,

Material and equipment costs (see paragraph 11.4.2 of General Conditions)%,

Amounts paid to Subcontractors (see paragraph 11.4.3 of General Conditions)%,

Amounts paid to special consultants (see paragraph 11.4.4 of General Conditions)%, and

Supplemental costs (see paragraph 11.4.5 of General Conditions)%.

No fee shall be payable on the basis of costs itemized in paragraph 11.5 of the General Conditions.

CONTRACTOR guarantees that the maximum amount payable by OWNER in accordance with this paragraph 6.1 as a percentage fee will not exceed dollars (\$.....) subject to increases or decreases for changes in the Work as provided in paragraph 8.3 below.

Article 7. GUARANTEED MAXIMUM CONTRACT PRICE.

CONTRACTOR guarantees that the maximum cost to OWNER of the Cost of the Work and the Contractor's Fee will not exceed dollars (\$27,658.00) subject to increases or decreases for changes in the Work.

Article 8. CHANGES IN THE WORK.

The amount of any increases or decreases in the Contractor's Fee and in any Guaranteed Maximum Contract Price or Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:

8.1. If the Contractor's Fee is a fixed fee: in the case of the net additions or revisions in the Work, any increase in the Contractor's Fee shall be determined in accordance with paragraph 11.6.2 of the General Conditions; and in the case of net decreases in the Work, the amount of any such decrease shall be determined in accordance with paragraph 11.7 of the General Conditions and any decrease in the Contractor's Fee shall be on the basis of one-half of the amount provided for in said paragraph 11.6.2 for net additions in the Work.

8.2. If the Contractor's Fee is a percentage fee not subject to any guaranteed maximum limitation: Contractor's Fee will adjust automatically as the Cost of the Work changes.

8.3. Wherever there is a Guaranteed Maximum Contract Price or Fee: in the case of net additions or revisions in the Work, the amount of any increase in the Guaranteed Maximum shall be determined in accordance with paragraphs 11.3 through 11.6, inclusive, of the General Conditions; and in the case of net deletions in the Work, the amount of any such decrease shall be determined in accordance with paragraph 11.7 of the General Conditions and any Guaranteed Maximum shall be reduced by mutual agreement.

Article 9. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. The Applications for Payment will indicate the amount of the Contractor's Fee then payable. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

9.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the day of each month during construction as provided below. All such payments shall be subject to the limitations of any Guaranteed Maximum Contract Price or Fee.

9.1.1. For Cost of Work: Progress payments on account of the Cost of the Work will be made:

9.1.1.1. Prior to Substantial Completion, in an amount equal to:

.....% of the Work completed, and

.....% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

9.1.1.2. Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to% of the Cost of the Work less such amounts as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.

9.1.1.3. All such payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

9.1.2. For Contractor's Fee: Progress payments on account of the Contractor's Fee will be made:

9.1.2.1. If the Contractor's Fee is a fixed fee: payments prior to Substantial Completion shall be in an amount equal to% of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions, and upon Substantial Completion a payment shall be made to increase total payments to CONTRACTOR on account of his fee to% of the Contractor's Fee.

9.1.2.2. If the Contractor's Fee is a percentage fee: payments prior to Substantial Completion shall be in an amount equal to% of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion a payment shall be made to increase total payments to CONTRACTOR on account of his fee to% of the Contractor's Fee.

9.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 10. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 11. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

11.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

11.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 11.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.

11.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

11.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

11.6.

Article 12. ACCOUNTING RECORDS.

CONTRACTOR shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Cost of the Work and Contractor's Fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.

Article 13. CONTRACT DOCUMENTS.

The Contract Documents which comprise the agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

13.1. This Agreement (pages 1 to ..5....., inclusive).

13.2. ~~Exhibits XXXXX~~ (pages XXXXXXXXXXXXXXXXXXXXXXXX, inclusive). N/A

13.3. Performance and other Bonds, identified as Exhibits A and consisting of pages.

13.4. Notice of Award.

13.5. General Conditions, (pages GC/1 to GC/49, inclusive).

13.6. Supplementary Conditions (pages SC/1 to SC/23, inclusive).

SFA/4

13.7. Specifications bearing the title Specifications, Sections 1 thru 7 inclusive

and consisting of 7 sections and 12 pages as listed in the table of contents thereof.

13.8. Drawings, consisting of a cover sheet and sheets numbered 1 through 30, inclusive, with each sheet bearing the following general title:

13.9. Addenda numbers 1 and 2, inclusive.

13.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages B/1 to B/10, inclusive).

13.11. Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

13.12. All other items, not listed above, included in the CDBG Program, HUD Project No. B-81-MC-18-0003, Contract Documents, dated July, 1981, as prepared by Bonar

& ASSOC. Inc. There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 14. MISCELLANEOUS

14.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

14.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 15. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on Thursday, September 17, 1981

OWNER... City of Fort Wayne, Indiana...
Board of Public Works

CONTRACTOR... T. & F. Construction Corp...

By.....

By J.L. Taber PRESIDENT

[CORPORATE SEAL]

J.L. TABER
[CORPORATE SEAL]

Attest.....

Attest Denise Kane

Address for giving notices

Address for giving notices

(If OWNER is a public body attach evidence of
authority to sign and resolution or other
document authorizing execution of Agreement.)

License No.....

Agent for service of process.....

BOARD OF PUBLIC WORKS

Thomas W. Latchem

Thomas W. Latchem, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins

Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy

Sandra E. Kennedy, Clerk

"NOTICE TO PROCEED"

To: T & F Construction Corp.

Date: September 17, 1981

P.O. Box 27

Project: Broadway Streetscape Project

Hagerstown, Indiana 47346

Resolution: 5922-1981

You are hereby notified to proceed in accordance with your contract dated
September 17, 1981 on the project and you are to complete the project
within 90 consecutive calendar days thereafter.

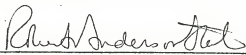
THEREFORE, the date for the completion of this project is December 15, 1981

OWNER:

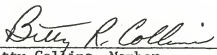
BOARD OF PUBLIC WORKS



Thomas Latchem, Chairman



Roberta Anderson Staten, Member



Betty Collins, Member

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged
by T & F CONSTRUCTION CORP.
this the 17th day of September
1981.

By: J.L. Taber

Title: PRESIDENT

5450

TITLE OF ORDINANCE BROADWAY STREETSCAPE PROJECT, RESOLUTION 5922-81.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-51-10-17

SYNOPSIS OF ORDINANCE BROADWAY STREETSCAPE PROJECT, RESOLUTION 5922-81. It has been deemed necessary to improve Broadway from 300 feet south of Lavina north 1400 feet to Washington Blvd., consisting of Division II - Landscaping and plantings consisting of the installation, guying and staking of approximately 79 street trees; the installation of 10 shrubs, and the seeding or sodding of disturbed grass areas along the project.

T & F CONSTRUCTION CORPORATION AWARED THE CONTRACT. PRIOR APPROVAL ACQUIRED AND ATTACHED.

EFFECT OF PASSAGE THE IMPROVEMENT OF BROADWAY FROM 300 FEET SOUTH OF LAVINA NORTH 1400 FEET TO WASHINGTON BLVD.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) DIVISION II - \$18,948.00

ASSIGNED TO COMMITTEE